

WELLSBORO AREA SCHOOL DISTRICT
CONTRACT FOR THE TRANSPORTATION OF STUDENTS FOR
EXTRACURRICULAR STUDENT ACTIVITIES

THIS AGREEMENT ENTERED INTO THIS 10th Day of October, 2023, BY AND BETWEEN THE BOARD OF SCHOOL DIRECTORS OF THE WELLSBORO AREA SCHOOL DISTRICT, HEREINAFTER REFERRED TO AS THE BOARD, AND Benedict's Bus Service OF 2166 Charleston Road, Wellsboro, PA.

HEREINAFTER REFERRED TO AS THE CONTRACTOR,

WITNESSETH:

1. For the consideration hereinafter mentioned, the CONTRACTOR agrees to provide transportation for sports teams, extra-curricular, student field trips, teachers or other school officials, and school pupils who will be designated by the BOARD to and from such points, along and over such routes, and at times established by school officials for the 2023-24 school year.
2. MILEAGE: The Contractor will receive the sum of three dollars and 18 cents (\$3.18) per mile. A mileage chart from the school to the other destinations will be developed cooperatively between the school and the contractors. Coaches may designate appropriate meal stops. In the event an unforeseen road condition, hazard, or event causes the driver to utilize a different route, any additional mileage will be considered.

STIPEND: Contractors will receive ten dollars and thirty cents (\$10.30)/hour after an included three (3) hours in length for waiting time for driver. Three hours is automatically included in the cost listed on the Payment Schedule. Contractors will receive \$114.49. for overnight trips.

FUEL PRICE ESCALATION: The parties agree that for each seven cents (\$.07) increase (assumed 7 mpg) in the dyed (tax free) price of gasoline and or diesel fuel above the base price per gallon (shown above), the district will add an additional one cent (\$.01) per mile to the Contractor's payments. The payment above the base price, shall be based on the actual cost the Contractor paid above the base price. As soon as practical, the Contractor will provide the district with fuel delivery receipts and invoices in order to provide proof of purchase of tax-free fuel above base rate.

MINIMUM TRIP CHARGE: Any trip under 50 miles will be a minimum charge of \$163.12

UNDERSTORAGE SURCHARGE: Should a school bus be requested by a team coach or other WASD staff member for the school bus to have underneath storage bins to alleviate safety issues in transporting equipment where passengers are typically seated OR to avoid additional costs such as the hiring of another vehicle for transporting equipment; the District agrees to pay an additional \$30 per school bus. All WASD staff members will be notified of such a fee. If storage area is used, but was not requested, the Benedict's driver will inform the group leader of this cost and the leader will sign paperwork stating that they did have the need for it, which will give permission to Benedict's to include the \$30 on the invoice.

3. The CONTRACTOR will furnish vehicles which conform to the standards for school transportation vehicles approved by the Department of Traffic Safety of the Pennsylvania Department of Transportation, Public Utility Commission and Mass Transit Authorities as applicable. School Buses and Type A vehicles will meet the minimum standards of the Bureau of Traffic Safety and will pass annual inspection by the Pennsylvania state Police during the month of August. Type B and C school vehicles will conform to the minimum standards of the Bureau of Traffic Safety. All vehicles will conform to the provision of the laws of the Commonwealth, and will be

in good mechanical and sanitary condition. It is understood that on extracurricular trips, a regular run bus may be utilized, necessitating the use of a spare bus on the regular run.

4. PRE-TRIP: All vehicles shall be inspected by contractor/driver on a daily basis for defects (mandatory federal and/or state pre-trip inspections) and remedy any defects before using said vehicle.
5. PASSENGERS:—While engaged in transportation of pupils, no person other than a school pupil or school-approved chaperone will be transported in a school vehicle except school personnel authorized by the Business Manager or Superintendent. Nothing except passengers and their belongings will be transported in the school vehicle while it is engaged in transporting pupils to and from events.

A school bus, including TYPE A vehicles will not be loaded beyond the seating capacity as set forth in minimum standards and as indicated on the "Approved School Bus Sticker." All other public conveyances when transporting school children under contract will provide adequate seating for each student with no standees permitted.

6. VIDEO RECORDING/CAMERAS: The contractor and all drivers agree to participate in any trainings, if any, and utilize equipment as directed by school officials. No third party will be permitted to review and/or use the digital recordings without the express written consent of the Superintendent or court order requiring same.

The equipment may be capable of recording video, audio and GPS location, the usage of which will be determined by the Superintendent or designee.

9. RAILWAYS: The vehicle will come to a complete stop immediately before traversing railway or trolley grade crossings and will make a complete stop at all highway intersections protected by a "stop" sign.
10. SPEED: The speed of a vehicle will at all times be consistent with the safety of the passengers and will at no time exceed the speed limit as set forth in the minimum standards of the Bureau of Traffic Safety, Pennsylvania Department of Transportation, as promulgated from the Vehicle Code.
11. TRANSFER/SUBSTITUTE VEHICLES: This contract will not be transferred. Another school bus which has been lawfully certified for current use in Pennsylvania and/or another properly certified driver may be substituted in emergencies upon consent of the Superintendent or designee; but only for the duration of the emergency. The contractor will notify the Administration when a substitute vehicle is used.
12. EMERGENCIES and ACCIDENTS: The contractor will immediately report any and all vehicle accidents and emergencies while en route to pick-up students, while transporting students and while completing the route after students have disembarked. On-board accidents and emergencies involving students must also be reported to school administration immediately. The state required and other requested written reports will also be filed with the Board's designee.
13. The CONTRACTOR agrees to comply with and observe all provisions of the Pennsylvania Vehicle Code and all other applicable laws.
14. The CONTRACTOR agrees that prior to the effective date of this agreement, said Contractor will file with the Board liability insurance in an insurance company authorized by law to insure in Pennsylvania, such insurance to be in the amount of \$ 1,000,000.00 combined single limit. The policy shall name the Wellsboro Area School District hold harmless and as an additional insured.
15. The District reserves the right to terminate a portion of or an entire extracurricular contract due to low student

participation or cancellation of the program, as determined by the Superintendent. The decision and notification to terminate a portion of or an entire extracurricular contract will occur as soon as possible prior to the event or first scheduled contest of the particular season. The District reserves the right to contract alternative transportation means for the lower student numbers at its discretion as long as the alternative transportation is at a lesser cost than the original contract.

16. Any violation of the terms of this contract may, at the option of the BOARD, operate as a cause for termination.

This contract is effective **July 1, 2023 through June 30, 2024.**

IN WITNESS WHEREOF, the parties above named hereto set their hands and seals this 12th day of October, Two Thousand and Twenty-Three.

By

_____ Contractor

Wellsboro Area School District
227 Nichols Street
Wellsboro, PA. 16922

_____ Address

Signature: _____

Christopher Gastrock
Board President

Date: _____

Alanna R. Huck
Superintendent

Date: _____

WELLSBORO AREA SCHOOL DISTRICT
CONTRACT FOR THE TRANSPORTATION OF STUDENTS FOR
EXTRACURRICULAR STUDENT ACTIVITIES

THIS AGREEMENT ENTERED INTO THIS 11th Day of October, 2023, BY AND BETWEEN THE BOARD OF SCHOOL DIRECTORS OF THE WELLSBORO AREA SCHOOL DISTRICT, HEREINAFTER REFERRED TO AS THE BOARD, AND Niles Transportation OF 13238 Route 6, Wellsboro, PA.

HEREINAFTER REFERRED TO AS THE CONTRACTOR,

WITNESSETH:

1. For the consideration hereinafter mentioned, the CONTRACTOR agrees to provide transportation for sports teams, extra-curricular, student field trips, teachers or other school officials, and school pupils who will be designated by the BOARD to and from such points, along and over such routes, and at times established by school officials for the 2023-2024 school year.
2. **MILEAGE:** The Contractor will receive the sum of three dollars and 18 cents (\$3.18) per mile. A mileage chart from the school to the other destinations will be developed cooperatively between the school and the contractors. Coaches may designate appropriate meal stops. In the event an unforeseen road condition, hazard, or event causes the driver to utilize a different route, any additional mileage will be considered.

STIPEND: Contractors will receive ten dollars and thirty cents (\$10.30)/hour after an included three (3) hours in length for waiting time for driver. Three hours is automatically included in the cost listed on the Payment Schedule.

FUEL PRICE ESCALATION: The parties agree that for each seven cents (\$.07) increase (assumed 7 mpg) in the dyed (tax free) price of gasoline and or diesel fuel above the base price per gallon (shown above), the district will add an additional one cent (\$.01) per mile to the Contractor's payments. The payment above the base price, shall be based on the actual cost the Contractor paid above the base price. As soon as practical, the Contractor will provide the district with fuel delivery receipts and invoices in order to provide proof of purchase of tax-free fuel above base rate.

MINIMUM TRIP CHARGE: Any trip will be a minimum charge of \$163.12.

3. The CONTRACTOR will furnish vehicles which conform to the standards for school transportation vehicles approved by the Department of Traffic Safety of the Pennsylvania Department of Transportation, Public Utility Commission and Mass Transit Authorities as applicable. School Buses and Type A vehicles will meet the minimum standards of the Bureau of Traffic Safety and will pass annual inspection by the Pennsylvania state Police during the month of August. Type B and C school vehicles will conform to the minimum standards of the Bureau of Traffic Safety. All vehicles will conform to the provision of the laws of the Commonwealth, and will be in good mechanical and sanitary condition. It is understood that on extracurricular trips, a regular run bus may be utilized, necessitating the use of a spare bus on the regular run.
4. **PRE-TRIP:** All vehicles shall be inspected by contractor/driver on a daily basis for defects (mandatory federal and/or state pre-trip inspections) and remedy any defects before using said vehicle.

5. PASSENGERS:—While engaged in transportation of pupils, no person other than a school pupil or school-approved chaperone will be transported in a school vehicle except school personnel authorized by the Business Manager or Superintendent. Nothing except passengers and their belongings will be transported in the school vehicle while it is engaged in transporting pupils to and from events.

A school bus, including TYPE A vehicles will not be loaded beyond the seating capacity as set forth in minimum standards and as indicated on the "Approved School Bus Sticker." All other public conveyances when transporting school children under contract will provide adequate seating for each student with no standees permitted.

6. VIDEO RECORDING/CAMERAS: The contractor and all drivers agree to participate in any trainings, if any, and utilize equipment as directed by school officials. No third party will be permitted to review and/or use the digital recordings without the express written consent of the Superintendent or court order requiring same.

The equipment may be capable of recording video, audio and GPS location, the usage of which will be determined by the Superintendent or designee.

9. RAILWAYS: The vehicle will come to a complete stop immediately before traversing railway or trolley grade crossings and will make a complete stop at all highway intersections protected by a "stop" sign.
10. SPEED: The speed of a vehicle will at all times be consistent with the safety of the passengers and will at no time exceed the speed limit as set forth in the minimum standards of the Bureau of Traffic Safety, Pennsylvania Department of Transportation, as promulgated from the Vehicle Code.
11. TRANSFER/SUBSTITUTE VEHICLES: This contract will not be transferred. Another school bus which has been lawfully certified for current use in Pennsylvania and/or another properly certified driver may be substituted in emergencies upon consent of the Superintendent or designee; but only for the duration of the emergency. The contractor will notify the Administration when a substitute vehicle is used.
12. EMERGENCIES and ACCIDENTS: The contractor will immediately report any and all vehicle accidents and emergencies while en route to pick-up students, while transporting students and while completing the route after students have disembarked. On-board accidents and emergencies involving students must also be reported to school administration immediately. The state required and other requested written reports will also be filed with the Board's designee.
13. The CONTRACTOR agrees to comply with and observe all provisions of the Pennsylvania Vehicle Code and all other applicable laws.
14. The CONTRACTOR agrees that prior to the effective date of this agreement, said Contractor will file with the Board liability insurance in an insurance company authorized by law to insure in Pennsylvania, such insurance to be in the amount of \$ 1,000,000.00 combined single limit. The policy shall name the Wellsboro Area School District hold harmless and as an additional insured.
15. The District reserves the right to terminate a portion of or an entire extracurricular contract due to low student participation or cancellation of the program, as determined by the Superintendent. The decision and notification to terminate a portion of or an entire extracurricular contract will occur as soon as possible prior to the event or first scheduled contest of the particular season. The District reserves the right to contract alternative transportation means for the lower student numbers at its discretion as long as the alternative transportation is at a lesser cost than the original contract.
16. Any violation of the terms of this contract may, at the option of the BOARD, operate as a cause for termination.

This contract is effective **July 1, 2023 through June 30, 2024.**

IN WITNESS WHEREOF, the parties above named hereto set their hands and seals this 10th day of October, Two Thousand and Twenty-Three.

By

_____ Contractor

_____ Address

Signature: _____

Date: _____

Wellsboro Area School District
227 Nichols Street
Wellsboro, PA. 16922

Christopher Gastrock
Board President

Alanna R. Huck
Superintendent

Date: _____